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ing £10 in value and mailed the checks in payment in accordance with the terms of the agreement. The defendants returned the checks and refused to deliver the goods. *Held*, that there is no payment sufficient to render the contract enforceable under the Sale of Goods Act. *Davis v. Phillips, Mills & Co.*, 24 T. L. R. 4 (Eng., K. B. D., Oct. 15, 1907).

Payment by check on funds in a bank is sufficient to come within the similar requirement in § 17 of the statute of frauds. *Hunter v. Wetsell*, 84 N. Y. 549. But on the point of mere tender of payment, for the first time litigated in England, the court follows the settled American rule, that the seller may decline a tender, though made strictly according to the terms of the agreement, and that an acceptance of payment is necessary to take a verbal agreement out of the statute. *Hershey Lumber Co. v. St. Paul Sash Co.*, 66 Minn. 449; *Edgerton v. Hodge*, 41 Vt. 676. It is contended that the Post Office was the authorized agent of the parties to accept payment. But the object of the statute was to require something to pass between the parties other than mere words, some act which would be strong evidence of their actual agreement. Such acceptance by the Post Office would occur in the absence of any agreement; consequently it has no force as evidence of an agreement, and is insufficient to render such an oral contract enforceable under the Act.

STATUTES — INTERPRETATION — EFFECT OF SPECIAL SAVING CLAUSE ON GENERAL SAVING STATUTE. — The defendant was indicted and convicted of paying rebates in violation of the first section of the Elkins Act, which had been superseded by the Hepburn Act. The offenses were committed prior to the enactment of the latter. The Hepburn Act expressly repeals all statutes or parts of statutes in conflict with its provisions. It contains an express saving clause mentioning only pending causes, but § 13 of the United States Revised Statutes provides that "the repeal of any statute shall not have the effect to release any penalty incurred under such statute unless the repealing act shall so expressly provide." *Held*, that the conviction is valid. *Great Northern Ry. v. United States*, 155 Fed. 945 (C. C. A., Eighth Circ.).

For a discussion of a previous decision reaching the same result, see 20 HARV. L. REV. 502.

TITLE OWNERSHIP AND POSSESSION — POSSESSION OF CONTENTS OF RECEPTACLE. — After seizure of his goods under a writ of *feri facias* the judgment debtor, without the knowledge of the sheriff, placed a sum of money in a piece of the furniture seized. Shortly afterwards he died insolvent. The sheriff having exercised no control over the money, the official receiver claimed it for the estate. *Held*, that the receiver is entitled to the money. *Johnson v. Pickering*, 24 T. L. R. 1 (Eng., Ct. App., Oct. 14, 1907).

For a discussion of this case in the lower court, see 21 HARV. L. REV. 64.

TRUSTS — POWERS OF TRUSTEES — TRUSTEE'S RIGHT TO LEASE TRUST PROPERTY. — Trustees with express power to lease made a 99 year lease of trust property consisting of city lots. It was estimated that the lease would extend 28 years beyond the duration of the trust estate. By the terms of the agreement it was to be binding only after judicial sanction. *Held*, that in the absence of necessity therefor, the term is unreasonable, and judicial sanction will be refused. *In re Hubbell Trust*, 113 N. W. 512 (Ia.). See NOTES, p. 211.

WATERS AND WATERCOURSES — OWNERSHIP OF BED — POSITION OF STATE BOUNDARY LINE AFTER AVULSION. — The Mississippi River, which marked the boundary between Tennessee and Arkansas, in 1876 suddenly left its old channel and made a new cut-off across a neck of land. *Held*, that the boundary is not changed and the state owns the old bed to the line equidistant from the established banks. *State v. Muncie Pulp Co.*, 104 S. W. 437 (Tenn.).

By common law the soil of a river is *prima facie* in the Crown as far as the tide ebbs and flows. *Malcomson v. O'Dea*, 10 H. L. Cas. 591. But western states have in general followed the civil law in making the state's title to a river-